



Multi Funding, Inc.

P.O. Box 4444, Kingston, NY 12402
866-957-8880

Fax: 845-350-4995

Email: contracts@multifundingusa.comWeb: www.multifundingusa.com**FUNDS DISBURSEMENT OPTIONS FORM**

Date of request: 08/16/2017 Form completed by: [REDACTED]
 Plaintiff First Name: [REDACTED] Middle Initial: [REDACTED] Last Name: [REDACTED]
 Address: [REDACTED] City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]
 Home Phone: [REDACTED] Mobile: [REDACTED] Date of Birth: [REDACTED]
 Email Address: [REDACTED]

REQUIRED: Social Security #: [REDACTED] Please also attach a copy of government issued photo ID.

PLEASE SELECT FROM ONE OF THE 2 OPTIONS BELOW AND COMPLETE ALL ASSOCIATED FIELDS

Option 1: Multi Funding Debit Card (\$30.00 Fee Applies)***

Delivery Method: US Mail Overnight (\$20 Fee Applies)*

Accepted Everywhere MasterCard is Accepted

- Fast & Secure • ATM cash withdrawals • Load funds at any Western Union location
- Direct deposit paychecks, IRS tax refunds, Social Services & Social Security payments

Deliver to: Plaintiff's Address Above Attorney's Office

Other Address: _____

City: _____ State: _____ Zip: _____ Phone: _____



☒ **Option 2: WIRE TRANSFER (\$25.00 Fee Applies)*** ☒ **CHECKING ACCOUNT** ☐ **SAVINGS ACCOUNT**

*****IF ACCOUNT IS NOT IN CLIENT'S NAME, CLIENT MUST SIGN HERE *****

Account Holder Name [REDACTED]
 Account Holder Address [REDACTED]
 Routing Number (9 digits) [REDACTED]
 Account Number [REDACTED]
 Bank Name [REDACTED]
 Bank City and State [REDACTED] City: [REDACTED] State: [REDACTED]
 Bank Telephone Number [REDACTED]

Option 3: Check Delivery Method: US Mail Overnight (\$25 Fee Applies)*

Deliver to: Plaintiff's Address Above Attorney's Office

To expedite your receipt of funds, please email this form and the executed contract to:

contracts@multifundingusa.com or fax to 845-350-4995.

*Deducted from proceeds of fund.

**See Debit Card fee schedule for associated fees.

By accepting funding from Multi Funding, you agree to opt in to receive information and updates via email and text messaging. Your carrier's standard messaging rates apply.

PM-A 000001

**PLAINTIFF'S AGREEMENT TO PAY PROCEEDS CONTINGENT ON
SUCCESSFUL SETTLEMENT, JUDGMENT OR VERDICT AND RECEIPT
OF PROCEEDS: AGREEMENT TO ASSIGN PROCEEDS**
(Hereinafter referred to as "Plaintiff's Agreement")

THIS AGREEMENT is made and entered into this date, August 16, 2017 by and between Multi Funding Inc. ("MFI"), and its successors, and/or assigns, with address at P.O. Box 4444, Kingston, NY 12402, and [REDACTED] ("Plaintiff") and (his or her) successors and/or assigns, with address at [REDACTED]

BASED UPON THE REPRESENTATIONS, AGREEMENTS AND TERMS CONTAINED IN THIS AGREEMENT, MFI AGREES TO ADVANCE TO THE PLAINTIFF THE SUM OF \$5,000.00, PLUS FEES AS SET FORTH HEREIN.

DISCLOSURE STATEMENT

1. TOTAL AMOUNT TO BE ADVANCED TO PLAINTIFF UNDER THIS CONTRACT: \$5,000.00
2. APPLICATION AND MONITORING FEE: \$350.00
3. RATE OF RETURN ON ADVANCE: 17.50% EVERY 6 MONTHS OR PART THEREOF, COMPOUNDED
4. TOTAL AMOUNT TO BE REPAYED BY PLAINTIFF: SEE ATTACHED SCHEDULE A

[REDACTED] Plaintiff's Initials

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PM-A 000002

WITNESSETH:

A. Plaintiff has commenced or will commence an action, known as [REDACTED] v. The National Football League (In Re: National Football League Players Concussion Injury Litigation),", Index: 12-MD-2323 (Hereafter "Litigation" and/or "Action") due to injuries suffered during Plaintiff's NFL career.

B. Due to Plaintiff's injuries, Plaintiff does not have sufficient funds to pay for the necessities for life or medical care and requires an advance of funds.

C. The defendant(s) in Plaintiff's action has (have) failed to offer to Plaintiff an amount that Plaintiff considers fair or adequate, and that it will take an undetermined amount of time to obtain a recovery that Plaintiff(s) feel(s) is adequate to compensate Plaintiff(s).

D. Plaintiff desires to obtain funding from MFI to pay for the necessities of life or medical care and MFI wishes to make an investment and purchase a portion of the potential Proceeds in the Plaintiff's Action, according to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises the parties agree as follows:

1. Representations and Warranties of Plaintiff

Plaintiff represents and warrants unto MFI that as of the date of this Agreement that:

(a) Plaintiff believes the Litigation to be meritorious and filed in good faith and shall take all steps necessary to complete the Litigation, including, but not limited to performing all discovery demands and testifying at trial, if necessary.

(b) Plaintiff has complete rights, title, and interest in and to the Litigation and full power and authority to make and execute this Agreement.

(c) Plaintiff has not and will not assign or encumber the Proceeds from the Litigation, except as otherwise provided herein.

(d) Plaintiff grants MFI the exclusive first right of "first refusal" for any additional funding that Plaintiff may wish to obtain regarding the Litigation. **Plaintiff may only grant additional liens, and/or assign and/or transfer a portion of the proceeds of the Litigation subsequent to MFI's lien, with the written consent of MFI.**

(e) Plaintiff understands that MFI is making this advance based upon Plaintiff's representation that, in the event that Plaintiff assigns a portion of the proceeds of the Litigation to another individual, company and/or entity, without MFI's written consent, **MFI's lien shall be paid in full prior to the payment of any liens that are granted after MFI's lien and that Plaintiff shall not request MFI to reduce its lien because of the subsequent liens.** Plaintiff further represents that Plaintiff shall disclose the existence of MFI's lien to anyone who may seek to have an interest in the proceeds of the Litigation.

[REDACTED] Plaintiff's Initials

(f) Plaintiff is not *NOW THE SUBJECT OF* bankruptcy proceedings. Plaintiff does not intend to file for bankruptcy at any time in the *FORESEEABLE* future and there are no lawsuits or other efforts by any of your creditors to put Plaintiff into bankruptcy.

(g) There are no other assignments, liens, encumbrance or security interest of any kind or nature in or relating to the Proceeds, with the exception of Attorney Fees and Case Preparation Cost or Liens noted on Schedule B. **PLAINTIFF REPRESENTS THAT ATTORNEY FEES AND CASE PREPARATION COSTS SHALL BE PAID PRIOR TO REPAYMENT OF MFI'S LIEN AND/OR ANY OTHER LIEN ON THE PROCEEDS OF THE LITIGATION.**

2. Contingent Nature of Repayment of Purchase of Proceeds

Plaintiff understands that MFI IS ADVANCING THE SUM OF \$5,000.00 TO PLAINTIFF. In accordance with this Agreement, Plaintiff shall repay MFI from the proceeds of the Settlement, Judgment and/or Verdict in his/her case. MFI is to be paid only if such proceeds are received through settlement, JUDGMENT or verdict, or if client elects to pay off advance on his/her own.

3. Agreement for Payment of Proceeds Contingent on Successful Settlement or Verdict and Receipt of Proceeds/Assignments of Proceeds

(a) In consideration of MFI agreeing to purchase proceeds prior to settlement or judgment of Plaintiff's action, Plaintiff instructs (his or her) counsel to pay MFI in accordance with the **DISCLOSURE STATEMENT ON PAGE 1 OF THIS AGREEMENT. Plaintiff's attorney shall contact MFI prior to disbursing the Funds for a current Total Fee and return on the investment of MFI.** Such amount shall be paid, upon settlement, or judgment or verdict of the action and the receipt of proceeds there from. This payment shall be and is by this Agreement an Assignment of Proceeds of Plaintiff's settlement, judgment or verdict proceeds.

(b) Notwithstanding the foregoing, in the event there is no recovery from settlement or verdict in the Action, **Plaintiff will owe no money to MFI and Plaintiff shall have no liability whatsoever to MFI.**

(c) MFI agrees to invest in Plaintiff's lawsuit(s), claim(s) or case(s), and pay TO PLAINTIFF the sum of \$5,000.00 on the basis of execution of this Agreement, Plaintiff's Irrevocable Grant of Lien, Assignment of Proceeds, Lien Payment Instructions, Attorney Acknowledgment of Lien (collectively, the "Agreements"), all of which are incorporated herein by this reference and made part hereof, as the price for the purchase of the proceeds from the Plaintiff.

(d) Plaintiff and MFI agree and understand that a recovery is considered contingent and not definite, and there are no guarantees from anyone, including the Plaintiff's Attorney, that the Action will be successfully settled or that there will be successful verdict or judgment.

 Plaintiff's Initials

4. Order and Priority of Payment of Proceeds/Lien

(a) Plaintiff acknowledges that only the existing liens in existence against proceeds of Plaintiff's Action are those set forth on Schedule B. In the event of a settlement/judgment, Plaintiff and MFI agree that **Attorney Fees, Case Preparation Costs and Liens set forth in Schedule B shall be paid prior to any other liens.** Plaintiff agrees that Plaintiff will grant no further liens, except those that are mandated by law and/or which MFI has given prior written consent. Plaintiff agrees that MFI's Irrevocable Lien shall be paid in full before Plaintiff receives money from the Litigation. Any liens granted after MFI shall be paid after MFI is paid except those liens that are mandated by law.

(b) Plaintiff agrees and instructs (his or her) attorney to make payment of \$5,000.00 plus such additional amounts as may be due as calculated pursuant to this Agreement, to Multi Funding Inc. upon receipt of settlement. This is to be paid immediately after payment of Attorney's Fees and Case Preparation cost and prior to final distribution to Plaintiff of any settlement, judgment or verdict proceeds. Plaintiff hereby waives any defenses to payment of this amount, and hereby agrees not to seek to avoid payment of this Agreement or to reduce the amount due MFI.

5. Further Representations of Plaintiff

(a) Plaintiff represents that (he or she) has been advised that only if Plaintiff were unable to obtain funding from other sources would MFI make an investment and consider purchasing proceeds from Plaintiff.

(b) Plaintiff represents that (he or she) has attempted to obtain funding from other sources and these other sources have refused to purchase proceeds from Plaintiff.

(c) Plaintiff acknowledges that MFI and Plaintiff's attorney have explained to Plaintiff the terms of the investment in the purchase of the proceeds, and the amount that shall be repaid at the time proceeds are received from Plaintiff's Action and that all questions regarding this Agreement have been explained by MFI and (his or her) legal counsel to the Plaintiff's satisfaction.

(d) Plaintiff acknowledges that (he or she) fully understands the terms of this Agreement and entered into this Agreement of (his or her) own free will.

 Plaintiff's Initials

6. Covenants of Plaintiff

The Plaintiff agrees and covenants with MFI that:

(a) The Collateral (case files) shall be kept at the office of Pope, McGlamry, Kilpatrick, Morrison & Norwood and Plaintiff shall not change the location of the Collateral without prior notice to MFI. Plaintiff agrees that, in the event alternative counsel is substituted, Plaintiff shall immediately notify MFI and shall cause his or her new attorney to execute an Acknowledgement of Irrevocable Lien identical in substance to the Acknowledgement of Irrevocable Lien executed in connection with this Agreement. In the event Plaintiff changes counsel and fails to cause new counsel to execute such Acknowledgement of Irrevocable Lien, Plaintiff will be in breach of this Agreement and MFI will be entitled to recover damages as well as all reasonable costs, expenses and attorneys fees expended in connection with recovering such damages.

(b) At any time and from time to time, Plaintiff and/or his attorney, upon request of MFI, shall provide periodic status updates to MFI, as is reasonably necessary to advise MFI of its continued interests hereunder.

(c) In a dispute between Plaintiff and MFI, the losing party shall pay all reasonable costs, expenses, charges and other obligations, including without limitation, reasonable attorney fees, suffered or incurred by MFI or Plaintiff, to protect, preserve, maintain and obtain possession of or title to the Collateral, to protect, preserve, maintain the security interest granted by this Agreement and to enforce or assert any one or more of its rights, powers, remedies and defenses under this Agreement.

7. Books and Records: Inspection

Plaintiff shall keep and maintain, at his or her expense, complete records of the pending case. MFI shall have the right at any time and from time to time, on notice, to call at Plaintiff's place of business or his/her attorney's office during normal business hours to inspect the case files and to inspect the correspondence, books and records relating to the Plaintiff's case or claim.

8. Events of Default and/or Fraud

(a) Plaintiff or MFI shall be in default under this Agreement if that party fails timely to observe and perform any covenants, conditions or agreements required to be observed or performed by either party under this Agreement, or if either party defaults upon a material promise in the obligation. In the event either party defaults under this Agreement, as described herein, either party shall be entitled to equitable relief as may be appropriate, including an order for specific performance in the venue as set forth in this Agreement. Both parties further waive all questions of personal jurisdiction or venue for purposes of enforcing this Agreement. In the event that Plaintiff intentionally and/or negligently defaults in the performance of any obligation required to protect and preserve the Litigation, MFI shall be entitled to the amount set forth in the Disclosure Statement, plus reasonable attorney fees, interests and costs. In the event that MFI defaults in the performance of this Agreement, MFI shall be liable to Plaintiff for damages as determined by the Court, reasonable attorney fees, interests and costs.

 Plaintiff's Initials

(b) In the event that a court of competent jurisdiction determines that Plaintiff fraudulently induced MFI to enter into this Agreement, MFI shall be entitled to the amount due as set forth in the Disclosure Statement, plus reasonable attorney fees, interests and costs. In the event that MFI is determined to have fraudulently induced Plaintiff to enter into this Agreement, Plaintiff shall be entitled to the amount due as set forth in the Disclosure Statement, plus reasonable attorney fees, interests and costs.

9. Notices

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to appropriate party by personal delivery or by certified mail, postage prepaid or recognized overnight delivery services. Plaintiff agrees to notify MFI within five (5) days of any change of residential address.

10. Choice of Forum and Law in the Event of a Dispute(s); ATTORNEY FEES AND COSTS

(a) In the event of any dispute hereunder, Plaintiff agrees that Plaintiff's attorney shall not disburse any proceeds to Plaintiff prior to settlement or resolution of the dispute, and that all proceeds from the Litigation shall remain in the Plaintiff's attorney's escrow account **except that Attorney may disburse Attorney fees and disbursements to Attorney upon written notice to MFI of the amount to be disbursed to Attorney.**

(b) Plaintiff acknowledges and agrees that any and all disputes that arise concerning the terms, conditions, interpretation or enforcement of this Agreement shall be determined in a **Court of competent jurisdiction in New York**, at the election of MFI. Plaintiff agrees that the laws of the *State of New York* shall control the interpretation of this Agreement.

(c) It is also understood, acknowledged and agreed that, in the event that a court determines that Plaintiff or MFI has breached this Agreement, then the prevailing party shall be entitled to recover reasonable costs and attorney fees, in addition to any other damages.

11. Validity

Should any provision or paragraphs in this Agreement be deemed unenforceable or invalid, such unenforceability or invalidity shall not affect the validity or enforceability of the balance of the terms and conditions of this Agreement.

12. Confidentiality

MFI agrees that all information and materials received are confidential and will not be shared with any party other than the Plaintiff or his or her attorney.

13. Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

 Plaintiff's Initials

14. Merger/Entire Agreement

The Parties hereto agree that this Agreement, the Plaintiff's Agreement to Pay Proceeds Contingent on Successful Settlement, Judgment or Verdict and Receipt of Proceeds and Agreement to Assign Proceeds, the Attorney Acknowledgement of Irrevocable Lien and Assignment to MFI and Plaintiff's Irrevocable Grant of Lien, Assignment of Proceeds and Lien Payment Instructions constitute the entire agreement of the parties hereto and that all prior and contemporaneous discussions between and among the parties are merged herein. Plaintiff understands and acknowledges that he/she may be required to enter additional agreements in furtherance of Plaintiff's obligations pursuant to this agreement.

(15) RIGHT TO CANCEL THE CONTRACT

NEW YORK CONSUMERS RIGHT TO CANCELLATION: YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR FURTHER OBLIGATION WITHIN FIVE (5) BUSINESS DAYS FROM THE DATE YOU RECEIVE FUNDS FROM MULTI FUNDING INC. ("MFI") ANY AND ALL NOTICES OF CANCELLATION SHALL BE MADE TO MFI AT "P.O. BOX 4444, KINGSTON, NEW YORK 12402".

IN ORDER FOR THE CANCELLATION TO BE EFFECTIVE, PLAINTIFF MUST EITHER (i) RETURN THE FULL AMOUNT OF DISBURSED FUNDS TO MFI BY DELIVERING MFI'S UNCASHED CHECK TO MFI'S OFFICE IN PERSON, WITHIN 5 BUSINESS DAYS OF THE DISBURSEMENT OF FUNDS, OR (ii) MAIL A NOTICE OF CANCELLATION AND INCLUDE IN THAT MAILING A RETURN OF THE FULL AMOUNT OF DISBURSED FUNDS (IN THE FORM OF MFI'S CHECK, OR A REGISTERED OR CERTIFIED CHECK OR MONEY ORDER), BY INSURED REGISTERED OR CERTIFIED UNITED STATES MAIL, POSTMARKED WITHIN FIVE (5) BUSINESS DAYS OF RECEIVING FUNDS FROM MFI, AT THE ADDRESS SET FORTH IN PARAGRAPH 15.

 Plaintiff's Initials

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**DO NOT SIGN THIS CONTRACT BEFORE YOU
READ IT COMPLETELY OR IF IT CONTAINS ANY
BLANK SPACE. BEFORE YOU SIGN THIS
CONTRACT YOU SHOULD OBTAIN THE ADVICE OF
YOUR ATTORNEY. YOU ARE ENTITLED TO A
COMPLETELY FILLED IN COPY OF THIS CONTRACT.**

IN WITNESS WHEREOF, the parties have affixed their signatures on the date first
hereinabove written.

[Redacted Signature]

State of [Redacted])
County [Redacted] (ss)

On this day 27 August 17 before me personally appeared [Redacted]
me known to be the person described in and who executed the foregoing instrument and
acknowledged that [Redacted] executed the same as his free act and
deed.

Notary Public Mary Helen McHugh

MARY HELEN McHUGH
STATE OF [Redacted]
[Redacted]
copies 8/16/18

Multi Funding, Inc. / SF

PLAINTIFF'S SCHEDULE B

**Pope, McGlamry, Kilpatrick, Morrison & Norwood
3455 Peachtree Road, Suite 925
Atlanta, GA 30326**

**OTHER PRIOR SUPERIOR LIENS
AS OF THE DATE OF THIS AGREEMENT
IF NONE ARE KNOWN TO YOU, WRITE "NONE" AND SIGN BELOW**

N/A

ACKNOWLEDGED: _____

Michael McGlamry, Esq.
Attorney for Pope, McGlamry, Kilpatrick, Morrison & Norwood

Plaintiff's Initials

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PM-A 000010

**PLAINTIFF'S IRREVOCABLE GRANT OF LIEN, ASSIGNMENT OF
PROCEEDS AND LIEN PAYMENT INSTRUCTIONS**

Multi Funding Inc.

1. This document is an Irrevocable Grant of Lien against the proceeds I may receive in connection with an Action in which I am the Plaintiff and an Irrevocable assignment of my Settlement, Verdict and/or Judgment Proceeds in connection with the Action known as [REDACTED]. The National Football League (In Re: National Football League Players Concussion Injury Litigation)". The amount of lien and proceeds I hereby assign is \$5,000.00 plus any greater sum as may be due owing pursuant paragraphs 2 to 4 of the Disclosure Statement of the Plaintiff's Agreement.

2. I acknowledge this lien and my irrevocable instructions here by signing below. I instruct my attorney to pay MFI pursuant to the terms delineated specifically herein and in the "Plaintiff's Agreement" and the "Attorney's Acknowledgement of Irrevocable Lien", all of even date herewith (the "Agreements"). I acknowledge that the irrevocable nature of this grant of lien, assignment of proceeds and lien payment instructions has been coupled with a security interest in the nature of an advance of funds to me, which is also part of the consideration for this Agreement.

3. I hereby authorize and direct you, as my attorney, Michael McGlamry, Esq., its Successors and/or Assigns and any subsequently engaged by Plaintiff, whether in addition to or in substitution for and whether or not notice thereof was given by MFI, to pay directly to Multi Funding Inc. (hereinafter "MFI") sums due and owing for the purchase of proceeds from me and for which I have granted this lien in the sum of \$5,000.00 (the "Payment") plus any greater sum as may be due and owing as calculated in accordance with Paragraphs 2 to 4 of the Disclosure Statement of the Plaintiff's Agreement. The Payment amount shall be and is an Irrevocable Lien on the proceeds of my Action until it is repaid.

4. The Payment amount MFI due shall be withheld from any settlement(s), judgment(s), verdict(s) or award(s) I receive, if any, as a result of my injury and claim. The Payment is to be paid immediately after attorney's fees and case preparation cost, but prior to final distribution to me of any settlement, judgment or verdict proceeds in accordance with the Agreements.

5. This lien shall not be subordinated to any other liens of record with the exception of attorney fees and case preparation cost or other liens as noted in Schedule B of the Plaintiff's Agreement.

6. In the event of a dispute between MFI and the undersigned, I instruct my attorney to disburse no proceeds, except for attorney's fees, disbursements and recognized liens, until the matter is resolved, and that all proceeds shall remain in my attorney's escrow account.

AGREED: [REDACTED]

DATE: 8/17/17
Attorney

State of [REDACTED]

County [REDACTED]

)
(ss
)

On this day Aug 17, 2017 before me personally appeared [REDACTED] known to be the person described in and who executed the foregoing instrument and acknowledged that [REDACTED] executed the same as his free act and deed.

Notary Public Mary Helen McHugh



expires 8/17/17

**ATTORNEY ACKNOWLEDGEMENT OF EXPLANATION OF TERMS TO PLAINTIFF,
OF IRREVOCABLE LIEN AND ASSIGNMENT TO MULTI FUNDING INC.**

RE: [REDACTED]

The undersigned attorney for [REDACTED] as Power of Attorney (hereafter "Plaintiff"), and (his or her) successors and/or assigns, acknowledges receipt of the Plaintiff's Agreement and the Agreement to Assign Proceeds and the Irrevocable Plaintiff's Lien. Attorney agrees to distribute any proceeds of the Litigation known as [REDACTED] v. The National Football League (In Re: National Football League Players Concussion Injury Litigation)," in accordance with the terms of all Agreements signed and notarized by the Plaintiff in favor of Multi Funding Inc. That I have been instructed, by the Plaintiff, to provide sufficient Monies or proceeds in the amount of \$5,000.00, plus any greater sum as calculated pursuant to Paragraphs 2 to 4 of the Disclosure Statement of the Plaintiff's agreement, necessary to satisfy in full the Agreements signed by the Plaintiff. This will be paid immediately after attorney fees and any liens defined in Schedule B or which the Plaintiff is obligated under law to pay, prior to any final distribution to the Plaintiff or (his or her) successors and/or assigns.

This Irrevocable lien shall not be subordinated to any other liens of record with the **EXCEPTION of ATTORNEY FEES and CASE PREPARATION COST** and other liens as noted in the Plaintiff's Schedule B or which the Plaintiff is obligated under law to pay. **ATTORNEY FEES AND PREPARATION COSTS SHALL BE PAID TO ATTORNEY PRIOR TO REPAYMENT OF MFI'S LIEN.** The balance of the proceeds of the Litigation, IF ANY, shall not be paid to Plaintiff, unless and until Plaintiff's Irrevocable Lien to MFI is satisfied in full. Plaintiff's Irrevocable Lien to MFI shall be paid without consent from Plaintiff's successors, assigns and/or heirs. In the event of any settlement or structured settlement, no funds shall be distributed to the Plaintiff or (his or her) successors, until such time as the total amount due has been paid in full from the proceeds of the Litigation. I hereby consent and agree to fully execute this document to pay Multi Funding Inc. all funds due them at the close of this case, before final distribution to the Plaintiff or (his or her) successors and/or assigns.

ATTORNEY ACKNOWLEDGES THAT I HAVE REVIEWED THE CONTRACT AND EXPLAINED TO PLAINTIFF THE TERMS CONTAINED THEREIN, INCLUDING, BUT NOT LIMITED TO, THE ANNUALIZED RATE OF RETURN SET FORTH IN THE DISCLOSURE STATEMENT ON PAGE 1 OF THIS AGREEMENT.

In the event that the Attorney or Law Firm ceases representation of the Plaintiff's case at any time, Attorney shall immediately give written notice via certified mail return receipt requested, to Multi Funding Inc. at P.O. Box 4444, Kingston, NY 12402.

By execution hereof, I am solely and only following the instructions of the Plaintiff. I have also explained to the Plaintiff that I am not endorsing or recommending this Agreement or otherwise rendering any legal opinion or legal advice in connection with the Agreement. I make no statements, render no opinion and proffer no guarantee as it pertains to the possibility of recovery of some or any Proceeds as a result of the Litigation. By the execution hereof, I assume no duties or obligations to Multi Funding Inc. other than the ministerial duties of disbursement and of furnishing requested information as specifically outlined herein.

ACKNOWLEDGED:

Michael McGlamry, Esq.

Attorney for Pope, McGlamry, Kilpatrick, Morrison & Norwood

DATE:

8/17/17

State of Georgia)
(ss
County Douglas)

On this day 8/17/17 before me personally appeared Michael McGlamry to me known to be the person described in and who executed the foregoing instrument and acknowledged that Michael McGlamry executed the same as his free act and deed.

Notary Public

Victoria D. Lavery
commission expires 2/5/19

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Exhibit "C"
Affidavit of No Child Support

_____. The National Football League (In Re: National Football League Players Concussion Injury Litigation)

_____, being of legal age, hereby deposes and says:

1. I am not indebted to any present or former spouse for support, maintenance or similar obligations.
2. I am not indebted to any child or guardian of any child, for any child support or similar obligations.
3. The proceeds of this case are not subject to any lien by any governmental agency to which payment for such benefits would be owed.

AGREED: _____

DATE: 8.17.17

State of _____)
County _____) (ss

On this day Aug 17, 2017 before me personally appeared _____
me known to be the person described in and who executed the foregoing instrument and
acknowledged that _____ executed the same as his free act and
deed.

Notary Public

Mary Helen McHugh



expiries 8/16/18

SCHEDULE A

[REDACTED]			(Plaintiff) and (hi:
Amount to Plaintiff			\$5,000.00
Application and Monitoring Fee			\$350.00
Total Amount Advanced			\$5,350.00
RATE OF RETURN ON ADVANCE every 6 MONTHS or any part thereof, COMPOUNDED			17.50%
Amount Due:			
on or before	2/16/2018		\$6,286.25
on or before	8/16/2018		\$7,386.34
on or before	2/16/2019		\$8,678.95
on or before	8/16/2019		\$10,197.77
on or before	2/16/2020		\$11,982.38
on or before	8/16/2020		\$14,079.30

If payment is not received in our office by 08/15/2020, the amount due will continue to increase on the same terms reflected in the chart above.

If advance is repaid anytime in the first 6 months, the amount due will be the amount shown above as due on 02/16/2018.

I have reviewed and understand the financial information presented above.

X [REDACTED]

[REDACTED]

From: joseph@multifundingusa.com
Sent: Wednesday, August 16, 2017 10:53 AM
To: Vicki Lavery; Sean Collins
Subject: [REDACTED] Approved

Morning Vicki & Sean.

[REDACTED] has been approved for the \$5,000 that his wife requested on his behalf - I notified her this morning and the contract will go out today.

We are in possession of the Power Of Attorney and that will be incorporated into the agreement.

I will send you the executed pages when they are ready. Thanks for everything.

Joseph Duffy
National Sales Manager
Multi Funding, Inc.

7 World Trade Center
46th Floor
New York, NY 10007



C: 732-547-4495

...sent from SURFACE

[REDACTED]

From: Vicki Lavery
Sent: Thursday, August 17, 2017 2:39 PM
To: 'joseph@multifundingusa.com'; Sean Collins
Subject: RE: [REDACTED]
Attachments: MULTIFUNDING contract with signed attorney acknowledgment 170817.pdf

Joseph,

Here you go. Have a nice evening.

Vicki Lavery
Legal Assistant



3391 Peachtree Road, NE, Suite 300
Atlanta, GA 30326

T: 404.523.7706
F: 404.524.1648
E: vickilavery@pmkm.com
W: www.popemcglamry.com

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From: joseph@multifundingusa.com [<mailto:joseph@multifundingusa.com>]
Sent: Thursday, August 17, 2017 2:21 PM
To: Sean Collins; Vicki Lavery
Subject: Fw: [REDACTED]

Hi Sean & Vicki,

Attached is the \$5,000 contract for [REDACTED]

Can you please have Mr. McGlamry sign pages 9 and 11 and return when convenient. Thank you very much.

Joseph Duffy
National Sales Manager
Multi Funding, Inc.

7 World Trade Center
46th Floor
New York, NY 10007



C: 732-547-4495

...sent from SURFACE

From: [REDACTED] <[REDACTED]@m>

Sent: Thursday, August 17, 2017 2:16 PM

To: joseph@multifundingusa.com

Subject: Contract

Good Afternoon, Joseph,

Once again, thank you for your help in this matter. Please find attached the documents, signed and notarized. I am in hopes that I completed everything correctly. If not, just email me and I can complete.

At this point in the process, can you tell me how long you think it would be before funds would be awarded? I just have to secure a lease and am running out of time.

With Best Regards,

[REDACTED]



Multi Funding, Inc.

P.O. Box 4444, Kingston, NY 12402

866-957-8880

Fax: 845-350-4995

Email: contracts@multifundingusa.comWeb: www.multifundingusa.com**FUNDS DISBURSEMENT OPTIONS FORM**

Date of request: 08/16/2017 Form completed by: [REDACTED]
 Plaintiff First Name: [REDACTED] Middle Initial: [REDACTED] Last Name: [REDACTED]
 Address: [REDACTED] City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]
 Home Phone: [REDACTED] Mobile: [REDACTED] Date of Birth: [REDACTED]
 Email Address: [REDACTED]

REQUIRED: Social Security #: [REDACTED] Please also attach a copy of government issued photo ID.

PLEASE SELECT FROM ONE OF THE 2 OPTIONS BELOW AND COMPLETE ALL ASSOCIATED FIELDS

Option 1: Multi Funding Debit Card (\$30.00 Fee Applies)***

Delivery Method: US Mail Overnight (\$20 Fee Applies)*

Accepted Everywhere MasterCard is Accepted

- Fast & Secure • ATM cash withdrawals • Load funds at any Western Union location
- Direct deposit paychecks, IRS tax refunds, Social Services & Social Security payments

Deliver to: Plaintiff's Address Above Attorney's Office

Other Address:

City: [REDACTED] State: [REDACTED] Zip: [REDACTED] Phone: [REDACTED]



☒ **Option 2: WIRE TRANSFER (\$25.00 Fee Applies)*** ☒ **CHECKING ACCOUNT** ☐ **SAVINGS ACCOUNT**

*****IF ACCOUNT IS NOT IN CLIENT'S NAME, CLIENT MUST SIGN HERE *****

Account Holder Name

Account Holder Address

Routing Number (9 digits)

Account Number

Bank Name

Bank City and State

Bank Telephone Number

City: [REDACTED] State: [REDACTED]

Option 3: Check Delivery Method: US Mail Overnight (\$25 Fee Applies)*

Deliver to: Plaintiff's Address Above Attorney's Office

To expedite your receipt of funds, please email this form and the executed contract to:

contracts@multifundingusa.com or fax to 845-350-4995.

*Deducted from proceeds of fund.

**See Debit Card fee schedule for associated fees.

By accepting funding from Multi Funding, you agree to opt in to receive information and updates via email and text messaging. Your carrier's standard messaging rates apply.

PM-A 000018

**PLAINTIFF'S AGREEMENT TO PAY PROCEEDS CONTINGENT ON
SUCCESSFUL SETTLEMENT, JUDGMENT OR VERDICT AND RECEIPT
OF PROCEEDS: AGREEMENT TO ASSIGN PROCEEDS**
(Hereinafter referred to as "Plaintiff's Agreement")

THIS AGREEMENT is made and entered into this date, August 16, 2017 by and between Multi Funding Inc. ("MFI"), and its successors, and/or assigns, with address at P.O. Box 4444, Kingston, NY 12402, and [REDACTED] ("Plaintiff") and (his or her) successors and/or assigns, with address at [REDACTED]

BASED UPON THE REPRESENTATIONS, AGREEMENTS AND TERMS CONTAINED IN THIS AGREEMENT, MFI AGREES TO ADVANCE TO THE PLAINTIFF THE SUM OF \$5,000.00, PLUS FEES AS SET FORTH HEREIN.

DISCLOSURE STATEMENT

1. TOTAL AMOUNT TO BE ADVANCED TO PLAINTIFF UNDER THIS CONTRACT: \$5,000.00
2. APPLICATION AND MONITORING FEE: \$350.00
3. RATE OF RETURN ON ADVANCE: 17.50% EVERY 6 MONTHS OR PART THEREOF, COMPOUNDED
4. TOTAL AMOUNT TO BE REPAYED BY PLAINTIFF: SEE ATTACHED SCHEDULE A

[REDACTED] Plaintiff's Initials

Page 1 of 13

PM-A 000019

WITNESSETH:

A. Plaintiff has commenced or will commence an action, known as "[REDACTED]". The National Football League (In Re: National Football League Players Concussion Injury Litigation)," , Index: 12-MD-2323 (Hereafter "Litigation" and/or "Action") due to injuries suffered during Plaintiff's NFL career.

B. Due to Plaintiff's injuries, Plaintiff does not have sufficient funds to pay for the necessities for life or medical care and requires an advance of funds.

C. The defendant(s) in Plaintiff's action has (have) failed to offer to Plaintiff an amount that Plaintiff considers fair or adequate, and that it will take an undetermined amount of time to obtain a recovery that Plaintiff(s) feel(s) is adequate to compensate Plaintiff(s).

D. Plaintiff desires to obtain funding from MFI to pay for the necessities of life or medical care and MFI wishes to make an investment and purchase a portion of the potential Proceeds in the Plaintiff's Action, according to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises the parties agree as follows:

1. Representations and Warranties of Plaintiff

Plaintiff represents and warrants unto MFI that as of the date of this Agreement that:

(a) Plaintiff believes the Litigation to be meritorious and filed in good faith and shall take all steps necessary to complete the Litigation, including, but not limited to performing all discovery demands and testifying at trial, if necessary.

(b) Plaintiff has complete rights, title, and interest in and to the Litigation and full power and authority to make and execute this Agreement.

(c) Plaintiff has not and will not assign or encumber the Proceeds from the Litigation, except as otherwise provided herein.

(d) Plaintiff grants MFI the exclusive first right of "first refusal" for any additional funding that Plaintiff may wish to obtain regarding the Litigation. **Plaintiff may only grant additional liens, and/or assign and/or transfer a portion of the proceeds of the Litigation subsequent to MFI's lien, with the written consent of MFI.**

(e) Plaintiff understands that MFI is making this advance based upon Plaintiff's representation that, in the event that Plaintiff assigns a portion of the proceeds of the Litigation to another individual, company and/or entity, without MFI's written consent, **MFI's lien shall be paid in full prior to the payment of any liens that are granted after MFI's lien and that Plaintiff shall not request MFI to reduce its lien because of the subsequent liens.** Plaintiff further represents that Plaintiff shall disclose the existence of MFI's lien to anyone who may seek to have an interest in the proceeds of the Litigation.

[REDACTED] Plaintiff's Initials

(f) Plaintiff is not *NOW THE SUBJECT OF* bankruptcy proceedings. Plaintiff does not intend to file for bankruptcy at any time in the *FORESEEABLE* future and there are no lawsuits or other efforts by any of your creditors to put Plaintiff into bankruptcy.

(g) There are no other assignments, liens, encumbrance or security interest of any kind or nature in or relating to the Proceeds, with the exception of Attorney Fees and Case Preparation Cost or Liens noted on Schedule B. **PLAINTIFF REPRESENTS THAT ATTORNEY FEES AND CASE PREPARATION COSTS SHALL BE PAID PRIOR TO REPAYMENT OF MFI'S LIEN AND/OR ANY OTHER LIEN ON THE PROCEEDS OF THE LITIGATION.**

2. Contingent Nature of Repayment of Purchase of Proceeds

Plaintiff understands that MFI IS ADVANCING THE SUM OF \$5,000.00 TO PLAINTIFF. In accordance with this Agreement, Plaintiff shall repay MFI from the proceeds of the Settlement, Judgment and/or Verdict in his/her case. MFI is to be paid only if such proceeds are received through settlement, JUDGMENT or verdict, or if client elects to pay off advance on his/her own.

3. Agreement for Payment of Proceeds Contingent on Successful Settlement or Verdict and Receipt of Proceeds/Assignments of Proceeds

(a) In consideration of MFI agreeing to purchase proceeds prior to settlement or judgment of Plaintiff's action, Plaintiff instructs (his or her) counsel to pay MFI in accordance with the **DISCLOSURE STATEMENT ON PAGE 1 OF THIS AGREEMENT. Plaintiff's attorney shall contact MFI prior to disbursing the Funds for a current Total Fee and return on the investment of MFI.** Such amount shall be paid, upon settlement, or judgment or verdict of the action and the receipt of proceeds there from. This payment shall be and is by this Agreement an Assignment of Proceeds of Plaintiff's settlement, judgment or verdict proceeds.

(b) Notwithstanding the foregoing, in the event there is no recovery from settlement or verdict in the Action, **Plaintiff will owe no money to MFI and Plaintiff shall have no liability whatsoever to MFI.**

(c) MFI agrees to invest in Plaintiff's lawsuit(s), claim(s) or case(s), and pay TO PLAINTIFF the sum of \$5,000.00 on the basis of execution of this Agreement, Plaintiff's Irrevocable Grant of Lien, Assignment of Proceeds, Lien Payment Instructions, Attorney Acknowledgment of Lien (collectively, the "Agreements"), all of which are incorporated herein by this reference and made part hereof, as the price for the purchase of the proceeds from the Plaintiff.

(d) Plaintiff and MFI agree and understand that a recovery is considered contingent and not definite, and there are no guarantees from anyone, including the Plaintiff's Attorney, that the Action will be successfully settled or that there will be successful verdict or judgment.

 Plaintiff's Initials

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4. Order and Priority of Payment of Proceeds/Lien

(a) Plaintiff acknowledges that only the existing liens in existence against proceeds of Plaintiff's Action are those set forth on Schedule B. In the event of a settlement/judgment, Plaintiff and MFI agree that **Attorney Fees, Case Preparation Costs and Liens set forth in Schedule B shall be paid prior to any other liens.** Plaintiff agrees that Plaintiff will grant no further liens, except those that are mandated by law and/or which MFI has given prior written consent. Plaintiff agrees that MFI's Irrevocable Lien shall be paid in full before Plaintiff receives money from the Litigation. Any liens granted after MFI shall be paid after MFI is paid except those liens that are mandated by law.

(b) Plaintiff agrees and instructs (his or her) attorney to make payment of \$5,000.00 plus such additional amounts as may be due as calculated pursuant to this Agreement, to Multi Funding Inc. upon receipt of settlement. This is to be paid immediately after payment of Attorney's Fees and Case Preparation cost and prior to final distribution to Plaintiff of any settlement, judgment or verdict proceeds. Plaintiff hereby waives any defenses to payment of this amount, and hereby agrees not to seek to avoid payment of this Agreement or to reduce the amount due MFI.

5. Further Representations of Plaintiff

(a) Plaintiff represents that (he or she) has been advised that only if Plaintiff were unable to obtain funding from other sources would MFI make an investment and consider purchasing proceeds from Plaintiff.

(b) Plaintiff represents that (he or she) has attempted to obtain funding from other sources and these other sources have refused to purchase proceeds from Plaintiff.

(c) Plaintiff acknowledges that MFI and Plaintiff's attorney have explained to Plaintiff the terms of the investment in the purchase of the proceeds, and the amount that shall be repaid at the time proceeds are received from Plaintiff's Action and that all questions regarding this Agreement have been explained by MFI and (his or her) legal counsel to the Plaintiff's satisfaction.

(d) Plaintiff acknowledges that (he or she) fully understands the terms of this Agreement and entered into this Agreement of (his or her) own free will.

 Plaintiff's Initials

6. Covenants of Plaintiff

The Plaintiff agrees and covenants with MFI that:

(a) The Collateral (case files) shall be kept at the office of Pope, McGlamry, Kilpatrick, Morrison & Norwood and Plaintiff shall not change the location of the Collateral without prior notice to MFI. Plaintiff agrees that, in the event alternative counsel is substituted, Plaintiff shall immediately notify MFI and shall cause his or her new attorney to execute an Acknowledgement of Irrevocable Lien identical in substance to the Acknowledgement of Irrevocable Lien executed in connection with this Agreement. In the event Plaintiff changes counsel and fails to cause new counsel to execute such Acknowledgement of Irrevocable Lien, Plaintiff will be in breach of this Agreement and MFI will be entitled to recover damages as well as all reasonable costs, expenses and attorneys fees expended in connection with recovering such damages.

(b) At any time and from time to time, Plaintiff and/or his attorney, upon request of MFI, shall provide periodic status updates to MFI, as is reasonably necessary to advise MFI of its continued interests hereunder.

(c) In a dispute between Plaintiff and MFI, the losing party shall pay all reasonable costs, expenses, charges and other obligations, including without limitation, reasonable attorney fees, suffered or incurred by MFI or Plaintiff, to protect, preserve, maintain and obtain possession of or title to the Collateral, to protect, preserve, maintain the security interest granted by this Agreement and to enforce or assert any one or more of its rights, powers, remedies and defenses under this Agreement.

7. Books and Records: Inspection

Plaintiff shall keep and maintain, at his or her expense, complete records of the pending case. MFI shall have the right at any time and from time to time, on notice, to call at Plaintiff's place of business or his/her attorney's office during normal business hours to inspect the case files and to inspect the correspondence, books and records relating to the Plaintiff's case or claim.

8. Events of Default and/or Fraud

(a) Plaintiff or MFI shall be in default under this Agreement if that party fails timely to observe and perform any covenants, conditions or agreements required to be observed or performed by either party under this Agreement, or if either party defaults upon a material promise in the obligation. In the event either party defaults under this Agreement, as described herein, either party shall be entitled to equitable relief as may be appropriate, including an order for specific performance in the venue as set forth in this Agreement. Both parties further waive all questions of personal jurisdiction or venue for purposes of enforcing this Agreement. In the event that Plaintiff intentionally and/or negligently defaults in the performance of any obligation required to protect and preserve the Litigation, MFI shall be entitled to the amount set forth in the Disclosure Statement, plus reasonable attorney fees, interests and costs. In the event that MFI defaults in the performance of this Agreement, MFI shall be liable to Plaintiff for damages as determined by the Court, reasonable attorney fees, interests and costs.

 Plaintiff's Initials

(b) In the event that a court of competent jurisdiction determines that Plaintiff fraudulently induced MFI to enter into this Agreement, MFI shall be entitled to the amount due as set forth in the Disclosure Statement, plus reasonable attorney fees, interests and costs. In the event that MFI is determined to have fraudulently induced Plaintiff to enter into this Agreement, Plaintiff shall be entitled to the amount due as set forth in the Disclosure Statement, plus reasonable attorney fees, interests and costs.

9. Notices

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to appropriate party by personal delivery or by certified mail, postage prepaid or recognized overnight delivery services. Plaintiff agrees to notify MFI within five (5) days of any change of residential address.

10. Choice of Forum and Law in the Event of a Dispute(s); ATTORNEY FEES AND COSTS

(a) In the event of any dispute hereunder, Plaintiff agrees that Plaintiff's attorney shall not disburse any proceeds to Plaintiff prior to settlement or resolution of the dispute, and that all proceeds from the Litigation shall remain in the Plaintiff's attorney's escrow account **except that Attorney may disburse Attorney fees and disbursements to Attorney upon written notice to MFI of the amount to be disbursed to Attorney.**

(b) Plaintiff acknowledges and agrees that any and all disputes that arise concerning the terms, conditions, interpretation or enforcement of this Agreement shall be determined in a **Court of competent jurisdiction in New York**, at the election of MFI. Plaintiff agrees that the laws of the *State of New York* shall control the interpretation of this Agreement.

(c) It is also understood, acknowledged and agreed that, in the event that a court determines that Plaintiff or MFI has breached this Agreement, then the prevailing party shall be entitled to recover reasonable costs and attorney fees, in addition to any other damages.

11. Validity

Should any provision or paragraphs in this Agreement be deemed unenforceable or invalid, such unenforceability or invalidity shall not affect the validity or enforceability of the balance of the terms and conditions of this Agreement.

12. Confidentiality

MFI agrees that all information and materials received are confidential and will not be shared with any party other than the Plaintiff or his or her attorney.

13. Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

 Plaintiff's Initials

14. Merger/Entire Agreement

The Parties hereto agree that this Agreement, the Plaintiff's Agreement to Pay Proceeds Contingent on Successful Settlement, Judgment or Verdict and Receipt of Proceeds and Agreement to Assign Proceeds, the Attorney Acknowledgement of Irrevocable Lien and Assignment to MFI and Plaintiff's Irrevocable Grant of Lien, Assignment of Proceeds and Lien Payment Instructions constitute the entire agreement of the parties hereto and that all prior and contemporaneous discussions between and among the parties are merged herein. Plaintiff understands and acknowledges that he/she may be required to enter additional agreements in furtherance of Plaintiff's obligations pursuant to this agreement.

(15) RIGHT TO CANCEL THE CONTRACT

NEW YORK CONSUMERS RIGHT TO CANCELLATION: YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR FURTHER OBLIGATION WITHIN FIVE (5) BUSINESS DAYS FROM THE DATE YOU RECEIVE FUNDS FROM MULTI FUNDING INC. ("MFI") ANY AND ALL NOTICES OF CANCELLATION SHALL BE MADE TO MFI AT "P.O. BOX 4444, KINGSTON, NEW YORK 12402".

IN ORDER FOR THE CANCELLATION TO BE EFFECTIVE, PLAINTIFF MUST EITHER (i) RETURN THE FULL AMOUNT OF DISBURSED FUNDS TO MFI BY DELIVERING MFI'S UNCASHED CHECK TO MFI'S OFFICE IN PERSON, WITHIN 5 BUSINESS DAYS OF THE DISBURSEMENT OF FUNDS, OR (ii) MAIL A NOTICE OF CANCELLATION AND INCLUDE IN THAT MAILING A RETURN OF THE FULL AMOUNT OF DISBURSED FUNDS (IN THE FORM OF MFI'S CHECK, OR A REGISTERED OR CERTIFIED CHECK OR MONEY ORDER), BY INSURED REGISTERED OR CERTIFIED UNITED STATES MAIL, POSTMARKED WITHIN FIVE (5) BUSINESS DAYS OF RECEIVING FUNDS FROM MFI, AT THE ADDRESS SET FORTH IN PARAGRAPH 15.

 Plaintiff's Initials

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PM-A 000025

**DO NOT SIGN THIS CONTRACT BEFORE YOU
READ IT COMPLETELY OR IF IT CONTAINS ANY
BLANK SPACE. BEFORE YOU SIGN THIS
CONTRACT YOU SHOULD OBTAIN THE ADVICE OF
YOUR ATTORNEY. YOU ARE ENTITLED TO A
COMPLETELY FILLED IN COPY OF THIS CONTRACT.**

IN WITNESS WHEREOF, the parties have affixed their signatures on the date first
hereinabove written.

[REDACTED]

State of Tennessee)
County Cumberland) (ss

On this day 27 August 17 before me personally appeared [REDACTED]
me known to be the person described in and who executed the foregoing instrument and
acknowledged that she executed the same as his free act and
deed.

Notary Public Mary Helen McHugh



copies 8/16/18

Multi Funding, Inc. / SF

Plaintiff's Initials

PLAINTIFF'S SCHEDULE B

**Pope, McGlamry, Kilpatrick, Morrison & Norwood
3455 Peachtree Road, Suite 925
Atlanta, GA 30326**

**OTHER PRIOR SUPERIOR LIENS
AS OF THE DATE OF THIS AGREEMENT
IF NONE ARE KNOWN TO YOU, WRITE "NONE" AND SIGN BELOW**

N/A

ACKNOWLEDGED: _____

Michael McGlamry, Esq.
Attorney for Pope, McGlamry, Kilpatrick, Morrison & Norwood

Plaintiff's Initials

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PM-A 000027

**PLAINTIFF'S IRREVOCABLE GRANT OF LIEN, ASSIGNMENT OF
PROCEEDS AND LIEN PAYMENT INSTRUCTIONS**

Multi Funding Inc.

1. This document is an Irrevocable Grant of Lien against the proceeds I may receive in connection with an Action in which I am the Plaintiff and an Irrevocable assignment of my Settlement, Verdict and/or Judgment Proceeds in connection with the Action known as [REDACTED] v. The National Football League (In Re: National Football League Players Concussion Injury Litigation). The amount of lien and proceeds I hereby assign is \$5,000.00 plus any greater sum as may be due owing pursuant paragraphs 2 to 4 of the Disclosure Statement of the Plaintiff's Agreement.

2. I acknowledge this lien and my irrevocable instructions here by signing below. I instruct my attorney to pay MFI pursuant to the terms delineated specifically herein and in the "Plaintiff's Agreement" and the "Attorney's Acknowledgement of Irrevocable Lien", all of even date herewith (the "Agreements"). I acknowledge that the irrevocable nature of this grant of lien, assignment of proceeds and lien payment instructions has been coupled with a security interest in the nature of an advance of funds to me, which is also part of the consideration for this Agreement.

3. I hereby authorize and direct you, as my attorney, Michael McGlamry, Esq., its Successors and/or Assigns and any subsequently engaged by Plaintiff, whether in addition to or in substitution for and whether or not notice thereof was given by MFI, to pay directly to Multi Funding Inc. (hereinafter "MFI") sums due and owing for the purchase of proceeds from me and for which I have granted this lien in the sum of \$5,000.00 (the "Payment") plus any greater sum as may be due and owing as calculated in accordance with Paragraphs 2 to 4 of the Disclosure Statement of the Plaintiff's Agreement. The Payment amount shall be and is an Irrevocable Lien on the proceeds of my Action until it is repaid.

4. The Payment amount MFI due shall be withheld from any settlement(s), judgment(s), verdict(s) or award(s) I receive, if any, as a result of my injury and claim. The Payment is to be paid immediately after attorney's fees and case preparation cost, but prior to final distribution to me of any settlement, judgment or verdict proceeds in accordance with the Agreements.

5. This lien shall not be subordinated to any other liens of record with the exception of attorney fees and case preparation cost or other liens as noted in Schedule B of the Plaintiff's Agreement.

6. In the event of a dispute between MFI and the undersigned, I instruct my attorney to disburse no proceeds, except for attorney's fees, disbursements and recognized liens, until the matter is resolved, and that all proceeds shall remain in my attorney's escrow account.

AGREED: [REDACTED]

DATE: 8/17/17

Attorney

State of Tennessee)

(ss

County Cumberland)

On this day Aug 17, 2017 before me personally appeared [REDACTED] known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as his free act and deed.

Notary Public Mary Helen McHugh



copies 8/17/17

**ATTORNEY ACKNOWLEDGEMENT OF EXPLANATION OF TERMS TO PLAINTIFF,
OF IRREVOCABLE LIEN AND ASSIGNMENT TO MULTI FUNDING INC.**

RE: [REDACTED]

The undersigned attorney for [REDACTED] (hereafter "Plaintiff"), and (his or her) successors and/or assigns, acknowledges receipts of the Plaintiff's Agreement and the Agreement to Assign Proceeds and the Irrevocable Plaintiff's Lien. Attorney agrees to distribute any proceeds of the Litigation known as [REDACTED] v. The National Football League (In Re: National Football League Players Concussion Injury Litigation)," in accordance with the terms of all Agreements signed and notarized by the Plaintiff in favor of Multi Funding Inc. That I have been instructed, by the Plaintiff, to provide sufficient Monies or proceeds in the amount of \$5,000.00, plus any greater sum as calculated pursuant to Paragraphs 2 to 4 of the Disclosure Statement of the Plaintiff's agreement, necessary to satisfy in full the Agreements signed by the Plaintiff. This will be paid immediately after attorney fees and any liens defined in Schedule B or which the Plaintiff is obligated under law to pay, prior to any final distribution to the Plaintiff or (his or her) successors and/or assigns.

This Irrevocable lien shall not be subordinated to any other liens of record with the EXCEPTION of ATTORNEY FEES and CASE PREPARATION COST and other liens as noted in the Plaintiff's Schedule B or which the Plaintiff is obligated under law to pay. ATTORNEY FEES AND PREPARATION COSTS SHALL BE PAID TO ATTORNEY PRIOR TO REPAYMENT OF MFI'S LIEN. The balance of the proceeds of the Litigation, IF ANY, shall not be paid to Plaintiff, unless and until Plaintiff's Irrevocable Lien to MFI is satisfied in full. Plaintiff's Irrevocable Lien to MFI shall be paid without consent from Plaintiff's successors, assigns and/or heirs. In the event of any settlement or structured settlement, no funds shall be distributed to the Plaintiff or (his or her) successors, until such time as the total amount due has been paid in full from the proceeds of the Litigation. I hereby consent and agree to fully execute this document to pay Multi Funding Inc. all funds due them at the close of this case, before final distribution to the Plaintiff or (his or her) successors and/or assigns.

ATTORNEY ACKNOWLEDGES THAT I HAVE REVIEWED THE CONTRACT AND EXPLAINED TO PLAINTIFF THE TERMS CONTAINED THEREIN, INCLUDING, BUT NOT LIMITED TO, THE ANNUALIZED RATE OF RETURN SET FORTH IN THE DISCLOSURE STATEMENT ON PAGE 1 OF THIS AGREEMENT.

In the event that the Attorney or Law Firm ceases representation of the Plaintiff's case at any time, Attorney shall immediately give written notice via certified mail return receipt requested, to Multi Funding Inc. at P.O. Box 4444, Kingston, NY 12402.

By execution hereof, I am solely and only following the instructions of the Plaintiff. I have also explained to the Plaintiff that I am not endorsing or recommending this Agreement or otherwise rendering any legal opinion or legal advice in connection with the Agreement. I make no statements, render no opinion and proffer no guarantee as it pertains to the possibility of recovery of some or any Proceeds as a result of the Litigation. By the execution hereof, I assume no duties or obligations to Multi Funding Inc. other than the ministerial duties of disbursement and of furnishing requested information as specifically outlined herein.

ACKNOWLEDGED:

Michael McGlamry, Esq.

Attorney for Pope, McGlamry, Kilpatrick, Morrison & Norwood

DATE:

8/17/17

State of Georgia)

(ss

County Douglas)

On this day 8/17/17 before me personally appeared Michael McGlamry to me known to be the person described in and who executed the foregoing instrument and acknowledged that Michael McGlamry executed the same as his free act and deed.

Notary Public

Victoria D. Lavery
commission expires 2/5/19

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Exhibit "C"
Affidavit of No Child Support

[REDACTED] v. The National Football League (In Re: National Football League Players
Concussion Injury Litigation)

[REDACTED]

_____, being of legal age, hereby deposes and says:

1. I am not indebted to any present or former spouse for support, maintenance or similar obligations.
2. I am not indebted to any child or guardian of any child, for any child support or similar obligations.
3. The proceeds of this case are not subject to any lien by any governmental agency to which payment for such benefits would be owed.

AGREED: [REDACTED]

DATE: 8.17.17
[REDACTED] ey

State of Tennessee)
(ss
County Cumberland)

On this day Aug 17, 2017 before me personally appeared [REDACTED]
me known to be the person described in and who executed the foregoing instrument and
acknowledged that she executed the same as his free act and
deed.

Notary Public

Mary Helen McHugh



expired 8/16/18